

1 **TIFFANY & BOSCO**
2 **P.A.**

3 **2525 EAST CAMELBACK ROAD**

4 **SUITE 300**

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13 10-05873

14 **IN THE UNITED STATES BANKRUPTCY COURT**

15 **FOR THE DISTRICT OF ARIZONA**

16 IN RE:

17 George R. Wendell and Catherine T. Wendell,

18 Debtors.

19 Wells Fargo Bank, N.A.,

20 Movant,

21 vs.

22 George R. Wendell and Catherine T. Wendell,
23 Debtors, David M. Reaves, Trustee.

24 Respondents.

**IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.**

The party obtaining this order is responsible for
noticing it pursuant to Local Rule 9022-1.

Dated: April 01, 2010



Randolph J. Haines

**RANDOLPH J. HAINES
U.S. Bankruptcy Judge**

No. 2:10-BK-04962-RJH

Chapter 7

ORDER

(Related to Docket #9)

25 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed
26 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,
and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated November 13, 2007 and recorded in the office of
3 the Maricopa County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and George R.
4 Wendell and Catherine T. Wendell have an interest in, further described as:

5 PARCEL NO. 1:

6 A Leasehold as created by that certain lease dated January 13, 1985, executed by Herberger
7 Enterprises, Inc. an Arizona corporation, as Lessor and George R. Wendell and Catherine t.
8 Wendell, husband and wife as joint tenants with right of survivorship as lessees, as referenced in
9 the document entitled "Briarwood VI Lot 39 Lease dated January 13, 1985", which recorded June
24, 1985 in Instrument No. 85-289357, for the term, upon and subject to all the provisions
contained in said document, and in said lease and said lease in instrument recorded March 16,
1998 in Instrument No. 98-0201504.

10 EXCEPT all improvements located thereon.

11 PARCEL No. 2:

12 ALL IMPROVEMENTS located on Lot 39, BRIARWOOD VI, according to Book 227 of Maps,
13 Page 49 and Certificate of Correction recorded in Docket 16060, Page 903, records of Maricopa
County, Arizona.

14 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written
15 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
16 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
17 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
18 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

19 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
20 to which the Debtor may convert.
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